

Eudora Welty House & Garden Event Rental Policy

(Adopted by the Board of Trustees on October 25, 2019, amended January 22, 2021)

Rule 15.1 Event Rental.

The Eudora Welty House & Garden is administered by the Mississippi Department of Archives and History (MDAH). The Welty garden, side porch, and Visitor Center (VC) are available for rental by organizations and businesses. The Eudora Welty House & Garden will not be available to individuals acting on their own. The Garden and the VC are public areas. Pre-approved signage or demarcations may be used for events that occur in the Garden during regular operating hours, with the understanding that other visitors may be on the grounds. Eudora Welty House & Garden staff are not responsible for monitoring the rental area.

A. Application:

An organization or business must complete an application (and may be asked to supply bylaws and/or articles of incorporation) to rent space in the Eudora Welty House & Garden. The Event Rental Committee—consisting of the Eudora Welty House & Garden director, the Museum Division event manager, and MDAH sites administrator—must review and approve all requests. Applications must be submitted electronically using the webform on the MDAH website a minimum of sixty (60) calendar days prior to the event. Requests within a shorter timeframe may be denied.

B. Contract /Security Deposit:

Event reservations are confirmed once the signed contract and the security deposit have been received by the Eudora Welty House & Garden. The security deposit will be refunded after the event and the rented area is returned to its original state. Contracts are valid for fifteen (15) days after issue date.

C. Rental Fees:

The fee schedule listed on the application has been approved by the MDAH Board of Trustees. Sales tax does apply to all fees. If an organization is exempt from paying sales tax, a copy of the Letter Ruling from the Mississippi Department of Revenue must be submitted with payment (*Miss. Code* §§ 27-65-111). Other state agencies or organizations that are prohibited by state law from paying fees to MDAH are limited to using the facility only during regular weekday operating hours.

Rental fees are invoiced at the time the contract is issued and are due in full thirty (30) calendar days prior to the event. A purchase order is acceptable. **The event reservation will be cancelled if payment is not received by the due date. The User will be notified of the cancellation and the security deposit will not be refunded.**

If the security deposit is paid by credit card, the same card must be used for the rental fee. If the security deposit is paid by check, a credit card may be used for the rental fee. A purchase order is an acceptable form of payment.

D. Cancellation:

If the User sends written notice of cancellation and it is received by the Eudora Welty House & Garden more than thirty (30) calendar days prior to the scheduled event, the User will receive a refund of 75% of the total. **Cancellations fewer than 30 working days prior** to the event will result in the forfeit of all fees paid.

Eudora Welty House & Garden reserves the right to cancel an event if the facility is rendered unsuitable due to unforeseen circumstances, and the user will receive a full refund.

E. Public Access:

- a. The Eudora Welty Garden and Visitor Center are free and open to the public. Tours of the house are offered with an admission fee
- b. Daytime events may be held during regular operating hours: 9 a.m. to 4 p.m., Tuesday through Friday.
- c. The Eudora Welty House & Garden is closed to the public on Mondays.
- d. After hours events may be held Tuesday – Saturday, 5 – 9 p.m.
- e. The VC is handicapped accessible, however the Welty House & Garden may not be accessible to those with physical disabilities.
- f. The Welty House will remain closed during after hours events.

Source: *Miss. Code* §§ 25-59-1, 39-5-1 (1972, as amended).

Rule 12.2 Event Arrangements.

A. Space Selection:

The User may indicate their space preference in the application. During hours of operations, access to the Visitor Center is limited to the gift shop, viewing of exhibits, and use of public restrooms. After hours, the User can access the garden and VC for event set-up. Access to staff offices and the upstairs of the VC is prohibited. For after hours events, limited access to the kitchen is available. Use of the stove and oven is prohibited, as is the use of VC dishware, utensils, and food. The space selection will be stated on the contract. Once the contract is signed and returned, the space selection cannot be changed. User shall not exceed maximum occupancy of 50 guests. Refer to application for maximum occupancy per area. Eudora Welty House & Garden reserves the right to remove event participants and/or cancel an event at any time if maximum capacity for the selected room exceeds fire code or jeopardizes the integrity of the space.

B. Approved Vendors:

All rentals, floral arrangements, decorations, music, and other services must be contracted to fully licensed businesses. The User must supply a copy of each vendor's articles of incorporation and business permit to the Event Rental Committee prior to the event.

C. Catering:

Food and beverages are allowed for receptions in the garden and VC and must be prepared by a professional caterer or restaurant. Menus must be submitted and approved at least ten (10) working days prior to event. User must supply any/all necessary tables, chairs, tablecloths, and all utensils, dinnerware, table decorations, service equipment, food, and beverages. The Caterer or User must provide all labor for the event. The designated area must be returned to its original condition after the event, with all trash removed offsite by the end time designated on the application.

D. Alcohol:

Anytime alcohol is served, whether sold or distributed freely, a proper permit from the Division of Revenue's Alcohol Beverage Control (ABC) Division must be acquired. The User is responsible for obtaining the alcohol permit and providing a copy to the Event Rental Committee prior to the event. Beer and low- alcohol content wines require one type of permit while wines and liquors require a separate permit. Permits can be for a one-time use or for a longer period of time. The permit holder then is responsible for distributing the alcohol and must take on the responsibilities of being insured and checking identification. (*Miss. Code §§ 67-3-15, 67-3-25*)

E. Decorations:

Set up and decoration plans must be submitted in writing and approved by the Event Rental Committee before an event rental contract will be issued to the User by the Eudora Welty House & Garden.

Eudora Welty House & Garden director or a designee must be present during the event set up.

No changes—such as the movement of items on walls, movement of display cases, the opening of blinds, rearranging of chairs and benches etc. — may be made to spaces within the Eudora Welty House & Garden without approval. If approved, Eudora Welty House & Garden staff will make the requested adjustment. Floral arrangements brought into the VC and garden must come from a professional florist or nursery and must be approved by the Event Rental Committee ten (10) days prior to the event.

Potted plants are prohibited. These floral arrangements must be completely arranged and ready for placement. No member of the host organization is permitted to arrange flowers on site.

Open flames (candles, torches, oil lamps, sparklers, etc.) are not permitted on Eudora Welty House & Garden grounds. Battery operated candles are allowed. Glitter is prohibited in any form. Confetti, rose petals, bubbles, dry ice, dry rice, and smoke machines are prohibited.

Free-standing signs and demarcations must be approved prior to the event. No decorations or signs may be adhered to wall, doors, exhibits, windows, or any part

of the building. Any power cords must be thoroughly taped down with “gaffer” tape provided by the Eudora Welty House & Garden.

All decorations must be removed at the conclusion of the event by the end time stated on the contract. Any items left over three days shall be disposed of at the discretion of the Event Rental Committee.

F. Equipment:

Outside rental equipment is permitted. Rental equipment such as stages, tables, dance floors, chairs, tables, and audiovisual equipment are only permitted on the Welty House front lawn, camellia room, and in the backyard of the Visitor Center. The Eudora Welty House & Garden is not responsible for any damage to equipment. In the event of bad weather or muddy ground, the Eudora Welty House & Garden reserves the right to make changes to the layout of the event to avoid damage to the historic garden.

G. Music / Other Entertainment:

Music or other entertainment must be approved by the Event Rental Committee at least ten (10) working days prior to event. The request must be submitted in writing.

H. Lighting:

Any additional lighting must be approved by the event rental manager and Eudora Welty House & Garden administrator at least ten (10) working days prior to event. The request must be submitted in writing. Additional lighting may be secured from a list of Eudora Welty House & Garden approved vendors. The User is responsible for the operation, set up and break down of all additional lighting equipment. The User is responsible for any damages to equipment rented from an outside vendor.

I. Parking:

Eudora Welty House & Garden has designated free parking in front of the house and Visitor Center for up to 8 vehicles. Free parking is available on Pinehurst Street, Peachtree Street, and Olive Street.

J. Security:

Only Capitol Police may provide security at events held at the Eudora Welty House & Garden. No outside security is permitted without written approval from Capitol Police. Capitol Police will be on duty during regular operational hours of the Eudora Welty House & Garden. For any events held after hours, it is the responsibility of the User to secure Capitol Police.

When a Eudora Welty House & Garden contract for an after hours event is issued, Capitol Police will be copied on the contract. Capitol Police are responsible for invoicing the User and payment will be made directly to the Office of the Capitol Police.

MDAH is prohibited by law to transfer funds to Capitol Police.

K. Set up & Removal:

Users of the facility may set up one hour before the scheduled event and must return the designated area to its original state within one hour after the event. Events starting prior to 9 a.m. must be set up the day before, between 4 and 5 p.m. Any use of the building prior to the designated meeting time must be approved prior to the day of use. Violation of the set up and removal policy will forfeit the User's security deposit, and additional fees may occur.

L. Damage/Liability Coverage:

The User is responsible for any breakage or damage and associated repair costs to the Eudora Welty House & Garden, its furnishings, or grounds. Eudora Welty House & Garden staff will obtain estimates and supervise all repairs.

Since the Eudora Welty House & Garden is administered by the Mississippi Department of Archives and History, a state agency, the User has liability coverage pursuant to (*Miss. Code* §§ 11-46-1 et seq.).

M. Event related Videotaping/ Filming/ Photography:

Videotaping, filming, and photography may be made for personal use only. Any type of multimedia related recording of the Eudora Welty House & Garden exhibits, artifacts, and collections is prohibited.

Any commercial or professional videotaping, filming, and/or photography requires approval by the Museum Division director or the MDAH director. If approved, a *Commercial Filming/Photography Contract* will be issued to the User and applicable fees will be charged. A complimentary copy of the media or print must be provided to the Eudora Welty House & Garden. Any type of commercial recording of the Eudora Welty House & Garden exhibits, artifacts, and collections is strictly prohibited without a signed *Commercial Filming/Photography Contract*.

N. Restrictions:

1. The Eudora Welty House & Garden can accommodate a maximum of 50 people on-site.
2. The Eudora Welty House & Garden is a smoke-free facility (*Miss. Code* §§ 29-5-161 (1972, as amended)). No smoking is permitted anywhere on the grounds.
3. No weapons are allowed in the building or on the grounds.
4. Only service animals are allowed in the buildings and on the grounds.
5. Individuals and individuals acting on behalf of a group may reserve tour spaces and purchase tour admission at the Visitor Center. Tickets bought and sold through third-party vendors may not be valid.
6. User shall conduct the event in an orderly manner and in full compliance with all applicable laws, rules, and regulations. The Eudora Welty House & Garden reserves the right to conclude any event at any time due to inappropriate or undesirable behavior by User or User's guests as determined by Eudora Welty House & Garden staff.
7. As a state agency (established by *Miss. Code Ann.* § 37-33-153) MDAH is not allowed

by law to charge for services (per *Miss. Code Ann.* § 27-104-203) during regular operating hours. A state agency may hold an event at the Eudora Welty House & Garden one (1) time per agency per year.

8. In order to prevent the appearance of the Eudora Welty House & Garden endorsing a particular cause or event, Users must include the disclaimer on all forms of advertising stating “The Eudora Welty House & Garden does not sponsor or endorse this event.”

Source: *Miss. Code* §§ 25-59-1, 29-5-161, 39-5-1, 67-3-15, 67-3-25 (1972, as amended).